

CONTRACT-MANUFACTURING AGREEMENT

This Contract Manufacturing Agreement (this "Agreement") is made effective the 7th day of July, 2015, between Dietary Supplement Systems, LLC. ("Manufacturer"), and Gary Null, Inc. ("Customer"). This agreement relates to any and all of Customer's purchase orders that were pending delivery as of July 7, 2015 and any and all purchase orders that shall be placed on or after such date.

General: This Contract Manufacturing Agreement represents the terms and conditions upon which Manufacturer makes all sales to Customer. The Terms and Conditions detailed within this Agreement shall be the sole authoritative disclosure of the agreement to manufacture. Unless specifically agreed to in writing by Manufacturer and Customer, any purported changes to the terms and conditions contained herein are hereby excluded and are of no force and effect.

Purchase Orders: Upon acceptance of Customer purchase order by Manufacturer Customer agrees to the acceptance of any overages/underage pertaining to order quantity that may occur during production.

Scheduling and Delivery: Manufacturer commits to meeting confirmed shipping dates, as applicable, provided that customer-supplied components arrive (14) days or more prior to confirmed ship date as stated within order confirmation. Such components are subject to Quality Control review upon receipt before production can occur. Should components arrive later than as per above specification, Manufacturer reserves the right to reschedule delivery based upon Manufacturer's production schedule.

Billing: Manufacturer reserves the right to bill Customer for product when manufacturing is completed and the shipment is available to the customer. If product cannot be manufactured due to late receipt (timeliness defined as per above specification) or non-receipt of customer-supplied components, Manufacturer reserves the right to bill the item either in its current state or priced as finished goods.

Shipping: All products are shipped freight collect (FOB shipping point). Customer shall promptly notify Manufacturer, no later than (7) days after delivery, of claimed shortages in quantity or claimed damages that may have occurred in the shipping process. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for such claim.

Cancellations: Cancellations of purchase orders will be accommodated providing that associated raw materials and/or components have not already been procured by Manufacturer. Any components or raw materials procured specific to a Customer's order shall become the sole responsibility of the Customer and will be billed to Customer. It is the responsibility of Customer to notify Manufacturer in writing of any cancellation request. Should the request be granted, cancellation will be confirmed in writing.

Labels: Whether labels are Customer-supplied or supplied by Manufacturer on behalf of Customer, it will be Customer's responsibility to assure that label information is accurately and appropriately stated and that it is in compliance with all applicable regulations. The final review and approval of label-claim, -statements, and -facts and the assurance of label compliance with applicable regulations resides with Customer. The Manufacturer will not be responsible for assuring label compliance to applicable regulations. Company hereby accepts legal, regulatory-, and professional- liability for the Appearance; Format; Contents; and Statements, both express and implied, of such labels.

Product Specifications: Customer will review and approve in writing the following items:

1. Finished Product Worksheet (FPW)
2. Product Supplement Facts, Product Label, or Product Listing of Ingredients, as applicable

Change Control: Any changes in quality, components, materials, labeling, color or process requested by Customer must be documented in writing. Should the request be granted, cancellation will be confirmed in writing.

Initial DC Date 8/10/18

Schedule of Responsibilities

Customer and Manufacturer agree that the responsibilities for required quality provisions will be assigned as follows:

Responsibility	Customer	Manufacturer
Setting of Specifications for Ingredients, In-Process Material, and Components	X	X
Setting of Specifications for Bulk Product	X	
Setting of Finished Product Specifications	X	
Procurement of Components (non-Customer supplied)		X
Storage of Components		X
Testing of Components including Verification of test method appropriateness *	X	X
Setting of methods for manufacturing the Products		X
Product Filling		X
Product Labeling and Packaging	X	X
Bulk and Finished Product Testing including Verification of test method appropriateness *	X	
Finished Product Release	X	
Non-Conforming Product	X	X
Reserve Samples Storage	X	X
Stability Studies *	X	
Finished Product Storage	X	X
Finished Product Distribution	X	
Post-Marketing Compliance: Complaints Handling	X	
Adverse Event Reporting	X	
Returned Products	X	
Corrective and Preventive Action	X	X
Recalls **	X	
Record keeping	X	X
Change Control	X	X

Notes:

* Manufacturer commits to perform testing with regards to microbiological and elemental contaminants.

** Manufacturer shall be responsible for the costs of a recall that it initiates.

Note: See Individual Purchase Orders and associated Finished Product Worksheets (FPW) for detail of product specification and manufacturing rate.

Manufacturer:

By: David C. Johnson

Name: David C. Johnson

Title: Controller

Customer:

By: Gary Null

Name: GARY NULL

Title: CEO - PMS